

12 10 23 1978  
South Carolina Federal Savings & Loan Association  
P. O. Box 1987  
Greenville, South Carolina 29602

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## MORTGAGE (Construction—Permanent)

THIS MORTGAGE is made this 31st day of October 1978, between the Mortgagor, Charles E. Cauble and Ruth D. Cauble (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Thousand One Hundred and No/100 Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated October 31, 1978 (herein "Note"), providing for monthly installments of interest before the amortization commencement date and for monthly installments of principal and interest thereafter, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2004;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage and the performance of the covenants and agreements of Borrower herein contained, (b) the performance of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Borrower dated October 31, 1978 (herein "Loan Agreement") as provided in paragraph 24 hereof, and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant, and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that piece, parcel or lot of land, with improvements thereon or hereafter to be constructed thereon, situate, lying and being on the northeastern side of Pelham Road in Butler Township in the City of Greenville, County of Greenville, State of South Carolina and according to a plat prepared by Carolina Surveying Co., dated January 19, 1978 and recorded in the R.M.C. Office for Greenville County in Plat Book 6-N at Page 82 having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Pelham Road at the joint front corner of the within tract and property of Willowick Apartments and running thence with the joint line of said property N. 10-20 E., 85 feet to an iron pin; thence S. 77-31 E., 78 feet to an iron pin in the line of property now or formerly of Juanita Groff (now Juanita Groff Mackey); running thence with the joint line of said property S. 10-20 W., 85 feet to an iron pin on the northwestern side of Pelham Road; running thence with Pelham Road N. 77-31 W., 78 feet to an iron pin, the point and place of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Juanita Groff (now Juanita Groff Mackey) recorded in the R.M.C. Office for Greenville County in Deed Book 1075 at Page 324 on the 15th day of March, 1978.

Derivation:

which has the address of

Pelham Road

Greenville

South Carolina

therein "Property Address";

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

SOUTH CAROLINA

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